

# INSTRUCTIONS TO BIDDERS

## Site Projects \$50,000 or More

### ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1** Each General Bidder (hereinafter called the "**Bidder**") by making a bid (hereinafter called "**bid**") represents that:
- 1.** The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  - 2.** The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2** Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

### ARTICLE 2 - CONTRACTOR'S CERTIFICATION

- 2.1** All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training.
- 2.2** The Contractor and all subcontractors on this project will be required to provide certification of this compliance with this requirement in accordance with the provisions of these Contract Documents.

### ARTICLE 3 - MBE/WBE PARTICIPATION GOALS

- 3.1** Refer to the Advertisement for the applicability of this Article 3. ***Only Applicable on projects \$100,000 or more.***
- 3.2** The participation goals that must be contracted with minority-owned and/or women-owned enterprises is stated in the Advertisement. If the Advertisement does not include participation goals, paragraphs 3.3 – 3.5 below and Section 00.73.39 shall not apply.
- 3.3** The apparent low Bidder must submit the SDO Certified MBE/WBE Participation Schedule (Form 00.73.39.01) and Certified MBE/WBE Letters of Intent (Form 00.73.39.02) from all of the firms listed on the Schedule within five (5) working days after receipt of general bids.
- 3.4** If the general contractor requires any of the following it must do so in writing to the Department within five (5) working after receipt of general bids.
- 1.** a time extension for the submission of its Participation Schedule & Letter(s) of Intent;
  - 2.** a reduction in the participation goals stated in the Advertisement; or
  - 3.** a waiver from the participation goal requirements.
- 3.4.1** If the Department determines that compliance with participation goals are not feasible it has the discretion to reduce or waive these goals at any time prior to contract award. Such waiver shall be granted only upon the Contractor showing that good faith efforts have been made to comply with the participation goals.
- 3.4.2** The completed Participation Schedule, Letters of Intent and, if necessary, requests for a reduction in participation goals or a waiver from participation goals may be sent electronically to: [deanharris@state.ma.us](mailto:deanharris@state.ma.us) with a hard copy mailed to:
- Department of Housing and Community Development  
Bureau of Housing Development and Construction  
100 Cambridge Street – 4<sup>th</sup> Floor  
Boston, MA 02114  
ATTENTION: Dean Harris, Contracts Specialist**
- 3.5** The Bidder must submit with its contract submission executed subcontracts with all subcontractors, purchase order or invoice from material suppliers or manufacturers listed on the Participation Schedule.

## ARTICLE 4 - REQUESTS FOR INTERPRETATION

- 4.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 4.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Architect. The Architect will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 4.3 Interpretation, correction, or change in the Contract Documents will be made by written Addendum which will become part of the Contract Documents. Neither the Housing Authority nor the Architect will be held accountable for any oral interpretations, corrections, or changes.
- 4.4 Addenda will be mailed by the Architect by U.S Postal Service, certificate of mailing, to every individual or firm on record as having taken a set of Contract Documents.
- 4.5 Copies of addenda will be made available for inspection at the locations listed in the Advertisement where Contract Documents are on file.

## ARTICLE 5 - PREPARATION AND SUBMISSION OF BIDS

### 5.1 Forms and Bid Preparation

Bids shall be submitted on the "**Form for General Bid**", furnished at no cost by the Housing Authority. The forms enclosed in the Project Manual shall not be extracted or used. Additional forms are available at the location listed in the Advertisement.

5.1.1 All entries on the bid form shall be made by typewriter or in ink.

5.1.2 Sums shall be expressed in both words and figures in the space indicated on the bid form. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

### 5.2 Bid Deposits shall be:

5.2.1 at least five percent (5%) of the greatest possible bid amount, considering all alternates;

5.2.2 made payable to the **housing authority**;

5.2.3 conditioned upon faithful performance by the principal of the agreements contained in the bid, and

5.2.4 in the form of:

- .1 cash,
- .2 certified check, treasurer's, or cashier's check issued by a responsible bank or trust company, or
- .3 a bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts.

5.2.5 retained until the execution and delivery of the Owner/Contractor Agreement if they represent the bid deposit of one of the three (3) lowest responsible and eligible General Bidders

### 5.3 Delivery of Bids

5.3.1 General Bids, including the bid deposit, shall be enclosed in a sealed envelope with the following plainly marked on the outside:

#### General Bid for:

- **Name of Housing Authority and Project Number**
- **Bidder's Name, Business Address, and Phone Number**

5.3.2 Date and time for receipt of bids is set forth in the Advertisement.

5.3.3 Timely delivery of a bid to the location designated shall be the full responsibility of the Bidder.

## ARTICLE 6 - ALTERNATES

- 6.1 Each General Bidder shall acknowledge Alternates in Section C on the Form for General Bid. Each General Bidder shall acknowledge Alternates by listing the individual Alternate number in Section C on the Form for

General Bid and enter the dollar amount of addition or subtraction necessitated by each Alternate listed in the corresponding space.

- 6.2** General Bidders shall enter on the Form for General Bid a single amount for each Alternate, the amount for work performed by the General Contractor.
- 6.3** In the event an Alternate does not involve a change in dollar value, the Bidder shall so indicate by listing the individual Alternate number and acknowledge the Alternate by inserting "No Change", "No Charge", "N/C" or "0" in the corresponding space provided for the dollar value of that Alternate.
- 6.4** The Low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## ARTICLE 7 - WITHDRAWAL OF BIDS

### 7.1 Before Opening of Bids

- 7.1.1** Any bid may be withdrawn prior to the time designated for receipt of bids upon written request. Withdrawal of bids must be confirmed over the Bidder's signature by written notice post-marked or sent by facsimile on or before the date and time set for receipt of bids.
- 7.1.2** Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

### 7.2 After Opening of Bids

- 7.2.1** Bidders may withdraw a bid, without penalty, any time up to the time of Award as defined in paragraph 8.1, and upon demonstrating, to the satisfaction of the Housing Authority, that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.
- 7.3** In the event of a General Bid Withdrawal after Opening of Bids, the Housing Authority shall consider the bid from next lowest eligible and responsible bidder.

## ARTICLE 8 - CONTRACT AWARD

- 8.1** Award means both the determination and selection of the lowest, responsible and eligible bidder, by Housing Authority board vote.
- 8.2** The Housing Authority will award the contract to the lowest responsible and eligible bidder within thirty days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 8.3** The Contract will be awarded to the lowest responsible and eligible Bidder.
- 8.4** The award of this Contract is subject to the approval of the Undersecretary of the Commonwealth of Massachusetts, Department of Housing and Community Development (DHCD) or its Designee. Contracts without DHCD approval shall not be considered valid.
- 8.5** The Housing Authority reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 8.6** The Housing Authority also reserves the right to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified.
- 8.7** As used herein, the term "lowest responsible and eligible bidder" shall mean the bidder:
  - 8.7.1** whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; and
  - 8.7.2** who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; and
  - 8.7.3** who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

**8.7.4** who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and

**8.7.5** who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term “security by bond” shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

**8.7.6** And who is not debarred from bidding under M.G.L. c.149 §44C;

**8.8** Bidder’s Attention is directed to 01.11.00 for any additional criteria that may be a condition of Award of this project.

## ARTICLE 9 - FORMS REQUIRED FOR CONTRACT APPROVAL

**9.1** Upon Award, the General Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the selected General Bidder by DHCD. Submit (3) originals of each.

**9.2 Owner-Contractor Agreement and Certificate of Corporate Vote of Authorization.**

**9.3 General Contractor's Equal Employment Certification in accordance with Section 00.73.36 of the Project Manual.**

**9.4 Performance Bond and Payment Bond in 100% of the contract amount** must be submitted by the General Contractor on DHCD's forms 00.61.13 and 00.61.16 in accordance with Article 18 of the General Conditions.

**9.5 Insurance Certificates** for the General Contractor are required and must be submitted in accordance with Article 16 of the General Conditions.

**9.5.1 Subcontracts with MBE/WBE subcontractors** executed on a form agreeable between both parties and/or **Purchase Orders to, and/or Invoices from, MBE/WBE suppliers.** *See Article 3 of Instructions to Bidders. Applies to contracts that are \$100,000 or more if stated in the Advertisement*

**9.6 Statement of Management on Internal Accounting Controls and a Statement prepared by a CPA** expressing an opinion to the state of Management Controls, as required by M.G.L. c.30 §39R.  
*This applies to all General Contractors with contracts of \$100,000 or more.*

## ARTICLE 10 - CONTRACT VALIDATION

**10.1** The Owner-Contractor Agreement shall not be valid until signed by the Undersecretary of DHCD.

**10.2** The Notice to Proceed for construction shall not be issued until the Owner/Contractor Agreement has been validated by the Undersecretary of DHCD

**10.3** Incomplete or unacceptable submissions of forms required by paragraphs 9.2 - 9.6 will delay the validation of the Owner/Contractor Agreement by DHCD.

**END OF 00.21.39  
INSTRUCTIONS TO BIDDERS**